



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPC, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on February 9, 2023 seeking an order of possession for the rental unit. Additionally, they applied for a reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on June 2, 2023. In the conference call hearing, I explained the process and provided the attending party the opportunity to ask questions.

Preliminary Matter – notification to the Respondent Tenant

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document in a verified manner allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing, the Landlord stated they served the Notice of Dispute Resolution Proceeding to the Tenant via registered mail. They provided that registered mail tracking number, sent on February 13, 2023. This was to the rental unit where the Tenant resided on that date. The Landlord provided that this included their evidence they prepared for this hearing.

I accept the Landlord’s evidence that they served the Notice, including their evidence, to the Tenant with registered mail. This is sufficient for the purposes of the *Act*. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(c) of the *Act*. The hearing proceeded in the Tenant’s absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for cause pursuant to s. 55 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee?

Background and Evidence

The Landlord submitted a copy of the residential tenancy agreement between the parties. The tenancy started on June 1, 2021 on a month-to-month basis. The agreement shows that the Tenant paid a \$187.50 security deposit.

The Landlord submitted as evidence a copy of the One-Month Notice to End Tenancy for Cause (the "One Month Notice") dated January 18, 2023. The reasons for the issuance of the document are:

- the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- the tenant engaged in illegal activity that affected the quiet enjoyment, security, safety, or physical well-being of another occupant of the property

The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective vacant date of February 28, 2023.

The Landlord served the document in person and leaving a copy in a mailbox/mail slot on January 18, 2023. The "Tenant verbally confirmed [they] received it.", as the Landlord set out on the Proof of Service of the Notice to End Tenancy they provided in their evidence.

As of the date of the hearing, the Landlord advised the Tenant is remains occupying the rental unit.

The Tenant did not attend the hearing. There is no documentary evidence from the Tenant submitted to respond to the reasons for the issuance of the One Month Notice.

Analysis

The *Act* s. 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the listed conditions in that section applies.

Following this, s. 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Then, s. 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and they must vacate the rental unit.

I have reviewed the One-Month Notice, and I find it complies with the form and content requirements of s. 52 of the *Act*. I find that the Tenant did not dispute the Notice within ten days, pursuant to s. 47(4). I find that the Tenant here is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I grant the Landlord's request for an Order of Possession under s. 55 of the *Act*.

I order the Landlord to retain \$100 from the Tenant's security deposit of \$187.50, in full satisfaction of the monetary award for the filing fee. The remainder of the Tenant's security deposit of \$187.50 will be dealt with at the end of this tenancy in accordance with s. 38 of the *Act*.

Conclusion

I grant an Order of Possession to the Landlord effective **TWO DAYS after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: June 2, 2023

Residential Tenancy Branch